

HEALTH AND SANITATION PROGRAM

Exchange of notes at Caracas March 4 and 9, 1949, modifying and extending agreement of February 18, 1943, as modified and extended

*Entered into force March 9, 1949; operative from July 1, 1948
Program expired June 30, 1960*

63 Stat. 2695; Treaties and Other
International Acts Series 1974

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

AMERICAN EMBASSY,

Caracas, Venezuela, March 4, 1949

No. 383

EXCELLENCY:

I have the honor to refer to the agreement signed February 18, 1949 between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America extending further the Basic Agreement, as amended, between the United States of Venezuela and the United States of America, arising out of the exchange of notes between His Excellency the Minister of Foreign Relations of Venezuela and the Ambassador of the United States of America to Venezuela on February 18, 1943,¹ which provided for the initiation and execution of the existing cooperative health and sanitation program in Venezuela.

The text of this agreement follows:

"The Ministry of Health and Social Assistance (hereinafter referred to as the 'Ministry') of the Government of the United States of Venezuela (hereinafter referred to as the 'Government'), represented by Dr. Antonio Martin Araujo, Minister of Health and Social Assistance (hereinafter referred to as the 'Minister'), and the Institute of Inter-American Affairs (hereinafter referred to as the 'Institute'), a corporate instrumentality of the Government of the United States of America, represented by its Chief of Field Party, Health and Sanitation Division, James D. Caldwell (hereinafter referred to as the 'Chief of Field Party'), have agreed, pursuant to the request of the Government, and in accordance with the exchange of notes dated June 29, 1948 and July 6, 1948 between the Ambassador of the United States of

¹ EAS 348, *ante*, p. 1167.

America and His Excellency, the Minister of Foreign Affairs, upon the following details for extending for an additional period of one year from June 30, 1948, and modifying in the manner hereinafter set forth, the Agreement between the Ministry and the Institute arising out of the exchange of notes between the American Ambassador and the Minister of Foreign Affairs on February 18, 1943, as subsequently modified and extended ² (hereinafter referred to as the 'Basic Agreement'), providing for a cooperative health and sanitation program to be carried on in Venezuela.

"1. In addition to the funds required by the Basic Agreement to be contributed or otherwise made available for the realization of the Cooperative Program, the Parties hereto shall contribute and make available funds for use in continuing the program during the period covered by this Extension Agreement in accordance with the following schedule:

"a) The Institute of Inter-American Affairs shall make available the funds necessary to pay the salaries and all other expenses of its field staff in Venezuela during the period covered by this Extension Agreement. These funds shall be administered by the Institute and shall not be deposited to the credit of the Oficina Cooperativa Inter-Americana de Salud Publica.

"b) The Institute shall deposit to the credit of the Oficina Cooperativa the sum of \$25,000.00 or its equivalent in bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals Bs 83,250.00) as follows:

At the time agreement is signed \$25,000.00

"c) The Government of Venezuela shall deposit to the credit of the Oficina Cooperativa the sum of 1,612,500 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$487,237.23) as follows:

At the time the agreement is signed Bs 832,500.00

Monthly payments of 40,000 bolivars for Oficina payrolls, travel and other expenses July 1, 1948–June 30, 1949 Bs 480,000.00

Monthly payments of 25,000 bolivars for salaries of Oficina employees July 1, 1948–June 30, 1949 Bs 300,000.00

In addition to the above, the Ministry agrees to provide funds amounting to approximately 1,000,000.00 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$303,030.30) which will be made available during the period between September 1, 1948 and June 30, 1949 to be utilized exclusively for the purchase of materials and equipment for use in the Cooperative Program. These purchases will be made through the corresponding department of the Ministry on the basis of requisitions prepared by the Oficina.

"d) The funds to be deposited by the Institute under subsection b) of this clause shall be available for expenditure from the date on which deposited but all payments to be thereafter deposited by either party shall not

² See agreements of June 28, 1944 (EAS 427), *ante*, p. 1183, and June 30, 1947 (TIAS 1661), *ante*, p. 1204.

be available for withdrawal or expenditure until the corresponding deposit due from the other party on the same date has been made.

"2. By written agreement of the Minister of Health and Social Assistance and the Chief of the Field Party in Venezuela, the parties hereto may amend the schedules for making deposits required by Clause 1 hereof and may provide for advance purchases of equipment or materials, and the advance purchases made in this respect shall be deducted from the payments due under the schedules. In addition to the funds required to be contributed by the Basic Agreement and this Extension Agreement, contributions of funds may be made by either or both parties, or by third parties for use in effectuating the cooperative health and sanitation program.

"3. Any of the funds introduced into Venezuela by the Institute for the purpose of the cooperative health and sanitation program shall be exempt from all forms of charges or taxes and currency control, and shall be converted into bolivars at the then current rate of exchange, but in any event at a rate of exchange not less than 3.33 bolivars per dollar. Similarly, where it may be necessary to convert bolivars into dollars for the financing of grants or for other expenditures in the United States of America, the conversion of bolivars into dollars shall be made at a rate of exchange not greater than 3.33 bolivars per dollar.

"4. The Government of Venezuela recognizes the Institute of Inter-American Affairs as a dependency of the Government of the United States of America, wholly owned and directed by that Government.

"5. Any funds received by the Oficina which remain unexpended or unassigned at the termination of the period covered by this Extension Agreement, shall be returned to the Parties hereto in the proportion of the respective contributions made by the parties under the Basic Agreement and under clause 1 of this Extension Agreement.

"6. The stipulations of the Basic Agreement and the successive Extension Agreements shall remain in effect in so far as they are not directly or indirectly contrary to that established in this present Agreement.

"7. The Government undertakes to initiate the action necessary to put into effect the terms of this Extension Agreement.

"IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in quintuplicate, in the Spanish and English languages, in Caracas, Venezuela, this 18 day of February, 1949.

Ministry of Health and Social Assistance
By ANTONIO M. ARAUJO
Minister

The Institute of Inter-American Affairs
By JAMES D. CALDWELL
Chief of Field Party

I take pleasure in informing Your Excellency that the Government of the United States of America has agreed that this note and your reply in the same terms shall constitute a ratification and confirmation by the Governments of the United States of Venezuela and of the United States of America of the agreement signed between the Minister of Health and Social Assistance and the Chief of the Field Party.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN WILLARD CARRIGAN

His Excellency

Dr. LUIS EMILIO GOMEZ RUIZ,
Minister of Foreign Relations,
Caracas.

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN AFFAIRS
Division of International Policy
Inter-American Section

No. 485

CARACAS, March 9, 1949

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 383, dated the 4th instant, regarding the agreement signed last February 18 by the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of Field Party of the Institute of Inter-American Affairs of the United States of America, for the purpose of again prolonging the original *modus vivendi*, with amendments, on the initiation and execution of the Cooperative Health and Sanitation Program being carried out in Venezuela, which was concluded through an exchange of notes between the Minister of Foreign Affairs of Venezuela and His Excellency the Ambassador of the United States of America on February 18, 1943.

The text of the aforementioned Agreement is as follows:

[For text of agreement, see U.S. note, above.]

Your Excellency's note, which contains the above-mentioned provisions, and this reply, constitute an Agreement regarding the extension of the Cooperative Health and Sanitation Program.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

LUIS E. GÓMEZ RUIZ

The Honorable JOHN WILLARD CARRIGAN,
Chargé d'Affaires ad interim of
the United States of America,
City.